

SALE & PURCHASE AGREEMENT

THIS IS A LEGALLY BINDING CONTRACT

Received from _____ (Purchaser's Full Name)

_____ (S.S.#) of _____

(Address) the sum of _____

(\$ _____), with the deposit being 10% of the sale price (the "Deposit") and other

valuable consideration, on account of the purchase of the following premises being sold by David Dolan, Administrator of the Estate of John Dolan ("Seller"). The property that is the subject of this Agreement is located at 724 Union Street, in the Town of Brandon, County of Rutland, State of Vermont, as more particularly described in SCHEDULE A, attached (the "Property").

It is hereby agreed that Purchaser shall purchase, and Seller shall transfer the property in accordance with the following terms and conditions:

1. Purchase Price:

High Bid: \$ _____

+ 10% Buyers Premium \$ _____

= Purchase Price: \$ _____

10% Deposit: \$ _____

2. The Deposit will be held by Hirschak Brothers LLC in its auction account, which is non-interest-bearing.
3. Transfer of title to the Property shall be by a Vermont Administrator's Deed.
4. The closing shall be conducted on or by October 16, 2026, that date being thirty-one days (31) days from date of auction (the "Closing Date"), at such place as mutually agreeable by the parties, unless otherwise extended by mutual agreement of the parties. At closing, the Deposit shall be credited toward the purchase price, and Purchaser shall pay the balance of the purchase price to Seller in the form of cash, certified check, or attorney's trust account check.
5. In the event the Purchaser shall fail to pay the balance of said purchase price on the Closing Date, Seller may either retain all of the deposit money, as agreed and as liquidated damages, or may pursue its rights to all legal and equitable remedies provided by law.
6. THERE ARE NO FINANCING OR PROPERTY INSPECTION CONTINGENCIES TO THE PURCHASE OF THE PROPERTY.

7. The Property is sold conveying marketable title but subject to all laws, ordinances and governmental regulations (including building and zoning ordinances) affecting the real property, and easements, rights of way, and restrictions of record, and permits, if any, including but not limited to any matters set forth on Schedule A. No representations are made as to boundaries or acreage or permits. Purchaser is solely responsible for determining whether the Property is suitable for Purchaser's intended uses.
8. Purchaser shall, at Purchaser's sole expense, immediately cause the title to the Property described herein to be examined. In the event that the Purchaser discovers title defects or encumbrances which are not excepted in this Agreement and which render title to the Property unmarketable as defined by Vermont Title Standards, the Purchaser shall notify the Seller within (10) ten business days of said auction, in writing, of such title defects or encumbrances. Promptly following receipt of such notice, Seller shall endeavor to remove the specified title defects or encumbrances. If at the expiration of thirty (30) days following the receipt of such notice or on the date originally set forth for closing, whichever is later, Seller is unable to convey marketable title (as defined below) free and clear of all title defects or encumbrances which are not excepted in this Agreement, Purchaser may:
 - a. Accept such title to the Property as Seller can convey, subject to the encumbrances specified herein and in the aforesaid notice of encumbrances or defects, without a reduction in the purchase price; or,
 - b. Rescind this Agreement, and, if so, receive back all of the Deposit.

It is understood and agreed that the title herein required to be furnished by the Seller shall be marketable and the marketability thereof shall be determined in accordance with the Vermont Marketable Title Act (27 V.S.A. §601, et seq.) and Standards of Title of the Vermont Bar Association now in force to the extent applicable standards exist. It is also agreed that any and all defects in or encumbrances against the title which come within the scope of said Title Standards which are not excepted in this Contract shall not constitute a valid objection on the part of the Purchaser, if such Standards do not so provide; provided, the Seller furnishes any affidavits or other instruments which may be required by the applicable Standards.

9. Purchaser shall pay any property transfer tax due.
10. All real estate taxes will be prorated at the time of the Closing. All utilities and municipal charges which are the obligation of the Seller will be prorated at the time of the Closing.
11. Purchaser states that, in entering into this Agreement, Purchaser is not relying on any representations made by Seller or Seller's Agent, but, rather, is relying solely on Purchaser's own judgment, reached after an investigation made by Purchaser into the condition of the Property, and Purchaser's own personal inspection thereof. Purchaser has had an opportunity to inspect the real property which is the subject of this Agreement, is familiar with the condition of such Property and its occupancy status, and agrees to accept the same in its condition as of the date of closing, "AS IS" without warranty, expressed or implied.
12. Seller does not make, and have not made, any warranties or representations concerning the environmental condition of the Property to be conveyed herein. This Agreement and any subsequent conveyance are subject to this disclaimer. The subject property is sold in "AS IS"

condition and Purchaser agrees to accept same in its present condition, without representation or warranty of fitness for any particular use.

These provisions may be included in the Administrator's Deed and shall survive the closing.

13. Seller shall bear the risk of loss or damage to the Property by fire or other casualty until the time of closing. In the event the property shall be damaged or destroyed by fire or other casualty and are not restored to their present condition by the date set for closing, Purchaser may either cancel this agreement upon written notice to Purchaser and the Escrow Agent shall return the deposit to Purchaser and neither party shall have any further rights or liabilities under this agreement or Purchaser may take title to the Property, and receive the benefit of all insurance monies recovered on account of such damage.
14. Any personal property remaining on site at the time of the closing shall be the responsibility of the Purchaser. Purchaser acknowledges that any personal property will be transferred in "AS IS" condition.
15. Seller and Purchaser agree that Hirschak Brothers LLC as Auctioneers/Brokers of Seller brought about this sale and that Hirschak Brothers LLC acted solely as an AGENT of Seller in this transaction.
16. Possession and occupancy of the Property, shall be given to the Purchaser at the time of closing.
17. The parties agree that, with respect to the performance of their respective obligations hereunder, **time is of the essence.**
18. If it becomes necessary for Seller to enforce any of its rights under this Agreement, Seller shall be entitled to recover from Purchaser Seller's reasonable attorneys' fees, court costs and other expenses incurred by it in connection with the enforcement of those rights or in defending an action brought by the Purchaser.
19. This Agreement shall benefit and bind both the Seller and Purchaser and their respective heirs, Administrators, administrators, successors and assigns and shall be governed by Vermont law.

(balance of page intentionally left blank)

Purchaser has read this Agreement and understands the terms and is bound by its contents. Purchaser by executing this Agreement acknowledges that this Agreement is subject to the disclaimers as stated herein.

IN WITNESS WHEREOF, the Purchaser(s) have executed this agreement at Brandon, Vermont, this 15th day of September, 2026.

IN THE PRESENCE OF:

Witness

Purchaser

Witness

Purchaser

IN WITNESS WHEREOF, the Seller has executed this agreement at Brandon, Vermont, this 15th day of September, 2026.

IN THE PRESENCE OF:

Witness

David Dolan, Administrator for the
Estate of John Dolan, Seller

SCHEDULE A

Being all and the same lands and premises described in the Warranty Deed of Bonnie Janoski to John R. Dolan and Eileen M. Dolan (both now deceased), dated May 12, 1987, and recorded in Book 95 at Page 234A of the Brandon Land Records, and being more particularly described as follows:

Being all and the same lands and premises conveyed to Bonnie Janoski by Quit-Claim Deed of John Janoski, dated January 30, 1987, and recorded in the Land Records, in Book 94, at Pages 392-3, meaning and intending to convey all of John Janoski's interest to said properties therein contained, and more particularly and fully described as follows:

"Being all and singular lands and premises conveyed by Paul J. Bishop and Cecelia A. Bishop, husband and wife, to John Janoski and Bonnie Janoski, husband and wife by deed dated November 3rd, 1976, recorded in the Town of Brandon Land Records in Book 83, Page 258 to which deed and the record thereof reference is hereby made and in said deed described as follows:

"Being all and singular the same lands and premises conveyed by Thomas E. Dennehey and Bonnie L. Dennehey, husband and wife to Paul J. Bishop and Cecelia A. Bishop, husband and wife by deed dated June 2nd, 1972, recorded in the Town of Brandon Land Records in Book 81, Page 201 to which deed and the record thereof reference is hereby made and in said deed described as follows:

"All and the same land and premises conveyed to the Grantors herein by Lawrence C. Fales and Pearl M. Fales by Warranty Deed dated July 12, 1968 and recorded in Book 79, Page 184 of the Brandon Land Records and in said deed being described as follows:"

Being all and the same lands and premises conveyed to the herein Grantors et als by Eino (sic) O. Rantanen and Ruth E. Rantanen by their Warranty Deed dated September 4, 1957, and recorded in Brandon Land Records in Book 74, Page 463, and described in a certain corrective deed from Thomas E. Dennehey and Bonnie L. Dennehey, husband and wife, to Paul J. Bishop and Cecelia A. Bishop, husband and wife, dated November 2nd, 1976, recorded in the Brandon Land Records in Book 83, at Page 257, as follows:

"A certain house and lot located and situated next to and on the easterly side of Clay Street in the Village of said Brandon, and being this day bounded as follows, viz: On the north or northerly by lands of Eliza Center; on the east or easterly by lands of Vermont Marble Company; on the south or southerly by lands of James O'Brien; and on the west or westerly by said highway; the southerly line of said premises running from said highway through the center of the well and barn****"

"Reference is hereby made to a Quit-Claim Deed from Orin A. Cobb and Pearl M. Cobb to the above Grantors, dated January 29th, 1959, and recorded in Brandon Land Records in Book 75, Page 33."